



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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THE ANNUITY, WELFARE and APPRENTICESHIP SKILL
IMPROVEMENT & SAFETY FUNDS of the
INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 15, 15A, 15C and 15D, AFL-CIO, by its TRUSTEES
JAMES J. CALLAHAN, ROBERT SHAW, RUSSELL
SHAW and CHRISTOPHER WARD, and JOHN and
JANE DOE, as Beneficiaries of the ANNUITY, WELFARE and
APPRENTICESHIP SKILL IMPROVEMENT & SAFETY
FUNDS of the INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 15, 15A, 15C and 15D, AFL-CIO,

**STIPULATION
OF SETTLEMENT
AND ORDER OF
DISCONTINUANCE**

07-CIV-11120 (PKC)

Plaintiffs,

-against-

STONEWALL CONTRACTING CORP.,

Defendant.
-----X

This STIPULATION OF SETTLEMENT is made by and between the parties hereto, to
wit: Plaintiffs, ANNUITY, WELFARE and APPRENTICESHIP SKILL IMPROVEMENT &
SAFETY FUNDS OF THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 15, 15A, 15C & 15D, AFL-CIO (the "LOCAL 15 TRUST FUNDS") and Defendant
STONEWALL CONTRACTING CORP. ("STONEWALL").

WHEREAS, Defendant STONEWALL is indebted to the various fringe benefit funds
established for the benefit of the members of LOCAL 15 and known as the LOCAL 15 TRUST
FUNDS in the amount of \$17,920.00 for the period of July 1, 2003 through July 31, 2006 as
identified in an audit report issued on September 13, 2007; and

WHEREAS, the parties are desirous of resolving in this Stipulation of Settlement and
Order of Discontinuance all disputes between them.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the parties hereto mutually agree as follows:

1. Defendant STONEWALL acknowledges and agrees to pay the amount in contributions totaling \$17,920.00 along with interest thereon in the amount of \$182.00 calculated for the two month period of the payment plan articulated hereafter at the rate of 7.0% (or one percent over the prime rate of 6.0%), for a total settlement amount of \$18,102.00 to be paid as follows:

- a. \$6,034.00 on or before March 15, 2008;
- b. \$6,034.00 on or before April 15, 2008; and
- c. \$6,034.00 on or before May 15, 2008.

2. Payments shall be made by bank check made payable to the "LOCAL 15 TRUST FUNDS" and forwarded to the Plaintiffs' attorneys, BRADY McGUIRE & STEINBERG, P.C., Attn: James M. Steinberg, at 603 Warburton Avenue, Hastings-on-Hudson, New York 10706.

3. In exchange for the prompt and full payments identified herein, the Plaintiffs waive any claims for liquidated damages, attorneys' fees, costs and/or disbursements associated with this action otherwise available under the Employee Retirement Income Security Act of 1974. Notwithstanding the above, in the event that Defendant STONEWALL fails to make any payment identified herein or rectify any default in accordance with Paragraph 5 hereafter, Defendant STONEWALL acknowledges that the Plaintiffs shall have the right to enter judgment in the amount as described in Paragraph 5 hereafter.

4. Defendant STONEWALL, hereafter, agrees to remain current in the payment of all fringe benefit contributions owed on behalf of the LOCAL 15 members in its employ.

5. In the event of any default by Defendant STONEWALL in the payment due under the provisions of this Stipulation, and provided that said default continues for a period of five (5)

days after notice to cure is sent to the Defendant via certified mail at 109-15 14th Avenue, College Point, New York 11356 and via facsimile to the Defendant's attorney, Suzanne Harmon Ziskin at (631) 462-1486, the Clerk of the United States District Court for the Southern District of New York is hereby authorized to enter judgment on the application of the Plaintiffs against Defendant STONEWALL in the amount of \$23,396.00 (which includes statutory damages in the amount of \$3,584.00 as provided for under ERISA and attorneys' fees in the amount of \$17,812.00), less payments received through the date of default.

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, including the attorneys of record for the Plaintiffs and Defendant STONEWALL, that whereas no party hereto is an infant or incompetent person for whom a committee has been appointed and no person not a party has an interest in the subject matter of this action, the above-captioned action shall be discontinued, without costs to either party as against the other.

IT IS HEREBY FURTHER STIPULATED AND AGREED, by and between the undersigned, including the attorneys of record for the Plaintiffs and Defendant STONEWALL, that this Stipulation may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same Stipulation.

Dated: Hastings-on-Hudson, New York

February 12, 2008
Plaintiffs

BRADY McGUIRE & STEINBERG, P.C.

By: James M. Steinberg (JS-3515)

Attorneys for Plaintiffs

605 Warburton Avenue

Hastings-on-Hudson, New York 10706

(914) 478-4293

THE ZISKIN LAW FIRM

By: Suzanne Harmon Ziskin (SZ-5130)

Attorneys for Defendant

6268 Jericho Turnpike, Suite 12A

Commack, New York 11725

(631) 462-1417

I.U.O.E. LOCAL 15, 15A, 15C & 15D
Annuity, Welfare & Apprenticeship
Skill Improvement & Safety Funds


By: James T. Callahan, Trustee

STONEWALL CONTRACTING CORP.

By: Danny Sawh. President

So Ordered:


The Honorable P. Kevin Castel, U.S.D.J.

3-19-08

THE UNITED STATES OF AMERICA
Department of Justice
Bureau of Prisons
Office of the Director
Federal Correctional Institution
Atlanta, Georgia 30334

UNITED STATES OF AMERICA

by: Danny Sawh, President

By: James T. Callahan, Trustee

So Ordered:

The Honorable P. Kevin Castel, U.S.D.J.